

July 1, 2007 through June 30, 2009
LADYSMITH-HAWKINS SCHOOL DISTRICT

CONTRACT

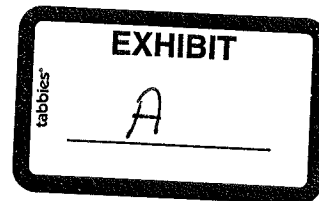
☐ Supervisor/Buildings & Grounds ☐ Food Service Supervisor ☐ School Nurse ☒ Executive Secretary

IT IS HEREBY AGREED between the Board of Education, Ladysmith-Hawkins School District, Ladysmith, Wisconsin, and Lori J. Fuchs, who agrees to perform duties in the job area specified above.

A. Term.

☒ Calendar year of July 1 - June 30 ☐ School term with the following exceptions:
☐ 10 days extended contract

The term of service provided by this employment contract is N/A days or N/A weeks commencing on the ____ day of _____, 199__.



B. Duties. Employee shall perform all duties as may be assigned by the Administration and/or Board.

C. Compensation. Employee's annual salary shall be \$42,139 beginning July 1, 2007 for the 2007-08 school year. The annual salary for all subsequent years shall not be less than in the prior year, unless due to general layoff provisions stated below. Said wages shall be paid by the Board in accordance with its normal payroll policies less deductions required by the Internal Revenue Service and the Wisconsin Department of Revenue and State Statutes, or authorized deductions as permitted by Board policy. In consideration of hours required outside the school day to complete the assigned duties of recording minutes during Board of Education meetings and serving as the transportation coordinator, employee will report for duty at the district office for a seven hour workday, or a 35 hour week. For purposes of reporting, determining the hourly rate, or prorating salary/benefits, the work day shall be calculated as 7.5 hours and the work week as 37.5 hours.

In any contract year, the number of contract days may be reduced by the Board of Education solely at its discretion if a general layoff notice is issued to all professional staff employed by the Ladysmith-Hawkins School District, with the number of days of this reduction to be equal to that of the professional staff. Salary, FICA, and WRS payments will be reduced by the prorated amounts of these reduced contract days, but other benefits will not be affected. In determining salary and benefit increases for the following year, calculations will be based on the full number of contract days and all benefits as they appear in the original contract, not as they are reduced for the purposes of general layoff.

D. Additional Compensation and Fringe Benefits. A contract year shall be defined as July 1 through June 30. Fringe benefits will be prorated for the first partial year of employment.

1. Sick Leave. Employee shall be granted twelve (12) days paid sick leave each contract year, cumulative to seventy-five (75) days.
Employees who are at least age 57 at the time of retirement shall be paid \$15.00 per day for all accumulated sick leave.
2. Emergency Leave. Employee shall be granted up to two (2) days of emergency leave each contract year for unexpected situations which arise and which necessitate the employee's absence from work. An additional three (3) days of emergency leave may be granted at the sole discretion of the District and will be deducted from the employee's sick leave. In the event that the employee does not have any remaining sick leave, such leave will be unpaid, but shall not affect accrual of benefits. Leave under this section is not cumulative.
3. Funeral Leave. Employee shall be entitled to up to three (3) days bereavement leave for death(s) involving any member of the immediate family. Immediate family is defined as spouse, child, parent, brother, sister, aunt, uncle, grandparent, grandchild, and in-laws of the same degree. Any further extension of this leave will be considered on an individual basis with the Superintendent determining whether or not to grant the extension.
4. Personal Leave. Employee shall be entitled to two (2) days of personal leave (non-cumulative) each contract year.
5. Vacation Leave. Vacation benefits for said employee are: 20 days or N/A weeks. Vacation time schedules shall be determined by the immediate supervisor and the Superintendent of Schools. Vacation benefits of not more than five (5) days may be carried over upon approval of the District Administrator.

6. Additional Fringe Benefits:

A. Eleven (11) paid holidays - New Year's Eve, New Year's Day, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.

B. The Board of Education participates in the Wisconsin Employees Group Life Insurance program by paying 100% of the current premium rate on the first day they are eligible as determined by the insurance carrier. This coverage is optional to each staff member.

C. The Board will pay 95 percent of the premium for family and single health insurance coverage. The Board will pay 100 percent of the dental insurance premium. A staff member who opts for the health indemnity plan will pay, by payroll deduction, the difference between that plan and the amount paid by the Employer for the panel plan. Coverage will begin the first day of work. The carrier and coverage of the group policy may be reevaluated as each contract is negotiated and changed by mutual consent.

If an employee retires because of ill health before age 70, the School Board will carry them in the group insurance plan if the employee pays the premium. Because a retired staff member is not an employee, the retired staff member may obtain Medicare supplement coverage through the group plan.

D. The Board will pay the employee's share of the WRS retirement contribution in an amount up to 6.5% of the employee's wages.

E. Tax sheltered annuities are available only during the school year and payment can be deducted through the school payroll officer.

F. All benefits in this article will be prorated according to the number of hours actually worked.

G. Employees will be paid their daily hourly rate for attending and passing a District required Certified First Aid course.

H. The Board will provide for a long-term disability plan with the Board paying 100% of the yearly premium. Standard benefits will include a waiting period of 60 consecutive calendar days, 90% of base salary, full family Social Security integration, coverage for nervous and mental disabilities, full maternity coverage, compliance with the Age Discrimination Employment Act, standard cost-of-living adjustment, break feature benefit, and survivor's benefit. The carrier will be selected by the District.

I. The parties agree to implement an IRC Section 125 Plan provided implementation can be accomplished at no cost to the Employer.

J. If the employee is required to travel for school purposes outside of the City of Ladysmith, a school vehicle should be used if available. It is the employee's responsibility to verify availability. When a school vehicle is not available, the employee may use their personal vehicle and will be reimbursed for mileage at the current IRS rate. In those rare occasions when a school vehicle is available, but the employee chooses to use their personal vehicle, they will be reimbursed at the IRS rate minus \$.20 per mile. Requests for mileage claims are to be submitted quarterly to the business office.

K. The Board will pay 100% of required TB x-ray costs.

7. Retirement Program. Early retirement benefits shall be available to non-union supervisor or administrative personnel over 57 years of age, who have worked in the Ladysmith-Hawkins School District for at least 10 years, who resign their regular duties.

An applicant for early retirement must be at least 57 years of age on June 30 following the school year in which retirement becomes effective and who has at least 10 consecutive years of service to the District. There shall be a maximum of six (6) years of benefits paid to any individual under this article. Benefits will be prorated for part-time employees.

All applications shall be filed with the Superintendent not later than February 1. The Superintendent shall make recommendations to the Board regarding the requests.

Upon early retirement, unit members under this program shall be entitled to receive \$200.00 per month, commencing in September of the initial year of retirement. The retiree shall also be entitled to be a member of the employer's health insurance group.

The Board will pay 65 percent of the then current family health insurance premium and 85 percent of the then current single health insurance premium for six (6) years or until the employee becomes qualified for Medicare. The pay shall be made monthly until the end of the school year (June 30) in which the participant reaches age 65 (or the normal Social Security retirement age, if other than 65). Deductions will be made only as required by law.

If the participant dies before the normal retirement date, the balance due that school year shall be paid to the named beneficiary.

This policy shall not apply to any discharged, terminated, or non-renewed employees.

This policy shall not be applied retroactively.

Early retirement benefits cannot be used in conjunction with long-term disability insurance.

E. Board's Responsibilities and Rights. The Board reserves all management rights not abrogated by this Contract. The rights of the Board include, but are not limited to, the following:

1. To direct all operations of the District;
2. To establish reasonable work rules and schedules of work;
3. To assign duties or responsibilities or transfer Employee to other positions within the District.
4. To suspend or take other disciplinary action against Employee. After three (3) years of employment with the District, such actions shall only be taken by just cause;
5. To determine the kind and amount of services to be performed by Employee;
6. To change insurance carriers and/or self fund insurance programs;
7. To determine the methods, means and personnel by which District operations are to be conducted;
8. To contract out for goods and services.

F. Responsibilities. Employee agrees to devote full time to his/her duties and responsibilities during the term of this contract and shall not engage in any pursuit which interferes with the proper discharge of such duties and responsibilities.

G. Contract Termination.

1. The parties understand that this is a solemn, binding contract. This Contract may be terminated prior to the end of the term by mutual agreement of both parties. Except as the parties may otherwise agree, the minimum advance notice for voluntary termination of this Contract is thirty (30) calendar days. In that event, the Board shall pay employee all remuneration accrued but unpaid during the period of employment immediately prior to such termination.
2. In the event Employee breaches this Contract by termination of services during the term hereof, the sum of N/A % of Employee's annual compensation is determined to be reasonable liquidated damages which the parties, looking forward, reasonably anticipate will follow from such a breach and the Board may, at its option, demand to recover from Employee that amount as liquidated damages. Such damages may be deducted from any paychecks still due and payable to Employee.
3. In the event Employee is unable to substantially perform his/her duties and responsibilities required of his/her position by reason of illness or injury, and he/she has exhausted his/her accumulated sick leave, and if such disability is deemed permanent, or of such a nature as to make the substantial performance of his/her duties impossible, the Board may terminate the Contract.
4. For an employee who has not completed at least three (3) years of service to the District, the District may discharge the Employee during the term of this Contract for any reason which is not arbitrary or capricious. For an employee who has completed at least three (3) years of service to the District, the Board may discharge Employee during the term of this Contract for just cause. Employee shall receive written notice of the charges which are the basis for the discharge. Employee shall have an opportunity to request and have a fair and impartial hearing before the Board regarding those charges. Employee shall have the right to demand that the hearing be held in open session. Employee shall have the right to present testimony and cross examine those making the allegations. Employee shall have the right to be represented by counsel of his/her choice at such hearing.

- H. Contract Renewal/Nonrenewal. Employee shall receive written notice the reasons for nonrenewal. Employee shall have an opportunity to request and have a fair and impartial hearing before the Board. Employee shall have the right to demand that the hearing be held in open session. Employee shall have the right to present testimony and cross examine those making the allegations. Employee shall have the right to be represented by counsel of his/her choice at such a hearing. Employee shall have the right to a decision which is neither arbitrary nor capricious. In the event Employee has at least three (3) years of service in the district, the standard for nonrenewal shall be just cause.
- I. Savings. In case of direct conflict between any rules, regulations or policies of the Board and any specific provision of this Contract, this Contract shall control. If any article of this Contract or portion thereof is held to be invalid or if compliance with or enforcement of any part of said article is restrained by any tribunal, the remainder of this Contract shall not be affected thereby.
- J. All parties have read and understand the provisions of this agreement and agree to abide by its provision.

Lori J. Fuchs
Lori J. Fuchs
2/28/08
Date

Mark Kuebel 2/28/08
Superintendent of Schools
John S. Ginn 2/27/08
Board Officer Date